



Contract # 059195

STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah: **Department of Transportation**, Agency Code: **810, Traffic Management Division**, referred to as (STATE), and the following CONTRACTOR:

University of Utah, Office of Sponsored Projects

Name

1471 Federal Way

Address

Salt Lake City
City**Utah**
State**84102**
Zip**LEGAL STATUS OF CONTRACTOR**☐ Sole Proprietor☐ Non-Profit Corporation☐ For-Profit Corporation☐ Partnership☒ Government Agency**Contact Person**
Federal Tax ID**Elliot C. Kulakowski, Ph. D.**
Exempt**Phone # 801-581-6903**
Vendor # 17361G**Email elliot.kulakowski@osp.utah.edu**
Commodity Code 95670000000

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide a **Internship Program for the UDOT Traffic Center.**
3. **PROCUREMENT:** This contract is entered into as a result of another state entity being able to provide the service required by the statement of work of this contract.
4. **CONTRACT PERIOD:** Effective date April 1, 2005 Termination date June 30, 2006, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of **\$30,000.00** for costs authorized by this contract.
6. **ATTACHMENT A:** Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: University of Utah Proposal
- Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Elliot C. Kulakowski, Ph.D. Date
Director, Office of Sponsored Projects

STATE

Kelvin G. Thacker, Procurement Services Manager Date

David K. Miles, P.E., Engineer for Operations Date
MAR 8 2005
CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE

Director, Division of Finance Date
MAR 30 2005

Denice McCarthy, Purchasing Agent
Agency Contact Person

801.965.4761
Telephone Number

801.9654073 Fax Number
dmccarthy@utah.gov Email Address

JUL 27 2005

ENT'D APR 08 2005



Contract # 159195

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Date

Director, Division of Finance

Date

Denice McCarthy, Purchasing Agent
Agency Contact Person

801.965.4761
Telephone Number

801.9654073
Fax Number

dmccarthy@utah.gov
Email Address

STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

Attachment B

UDOT Traffic Operation Center Internship Program

Scope of Work

Purpose

The Utah Department of Transportation (UDOT) and the Department of Civil and Environmental Engineering of the University of Utah (UofU) would like to enter into a contract to develop a graduate research intern program. The UofU would provide graduate research intern. UDOT would pay for and provide the work opportunities for the intern.

The University principal investigator (PI) will be Peter T. Martin, Ph.D., Director of the Utah Traffic Laboratory at the University of Utah. A UDOT employee from the Traffic Management Division would be assigned to work with and advise the intern.

UDOT will provide one (1) graduate research assistant internship. The intern would work an average of 20 hours per week during academic terms, and 40 hours per week during the academic vacations for two years.

Scope of Technical Work to be Performed

Work to be performed under this contract is as follows:

1. Dr. Martin will supervise all the academic matters with the intern.
Interns will be required to take the following core courses as part of their Master's program:

- Intelligent Transportation Systems
- Transportation Planning
- Transportation Modeling
- Quantitative Methods in Transportation Engineering
- Advanced Technical Communication
- Thesis - topic to be decided jointly by the Intern, PI and UDOT

Other courses will be determined through discussion among the Intern, the UDOT supervisor, and the P.I.

2. A UDOT employee will supervise and provide work to benefit both the intern and UDOT.
3. The wages paid to the intern will be based upon the interns experience.
4. The Intern will register for a Master of Science degree and will be monitored both for their performance academically and while under the supervision of UDOT. The subject of their thesis is likely to be closely associated with the work of UDOT.
5. The Intern's Master of Science supervisory committee will comprise the PI and a supervising engineer from UDOT.
6. The Interns will be appointed by the PI with the approval of the supervising engineer from UDOT.

7. Should a candidate prove unsatisfactory to UDOT, he or she will be returned to research duties for the University of Utah and either be replaced by a suitable alternative, or the agreement terminated. The Internship will be advertised locally, nationally, and internationally.

Upon completion of their Master of Science degree, the candidate would be encouraged to apply for UDOT's rotation program. UDOT cannot guarantee that the intern would be accepted into the rotation program.

Contract Period and Renewal

The cost of the intern program is estimated to be approximately \$25,000 per year. The original contract amount of \$30,000 is intended to cover the period from April 1, 2005 to June 30, 2006 (coinciding with end of UDOT's fiscal year). Upon satisfactory performance of the intern program and subject to the availability of funds, UDOT and the University at their mutual agreement may extend the contract in accordance with the terms of Appendix A.

Attachment C

Proposal: UDOT Traffic Operations Center Internship

Principal Investigator: Peter T. Martin PhD

*Associate Professor
University of Utah
Department of Civil and Environmental Engineering
160 South Central Campus Drive Room 104'
Salt Lake City, UT 84112-0561*

*voice: (801) 581-7144
fax: (801) 585-5860
email: martin@eng.utah.edu*

July 2004

This project is a collaboration between the Utah Department of Transportation (UDOT) and the Department of Civil and Environmental Engineering of the University of Utah. The goal of the project is the development of a cooperative program that serves the development of a Graduate Research program and the needs of the UDOT. The UDOT will provide a internships for graduate research assistant engineers who will work for the UDOT for 20 hours per week during academic semesters, and for 40 hours per week during the academic vacations.

The proposed concept of the partnership between the UDOT and the University of Utah will attract fresh talent to the graduate program in transportation. The idea is to set up a stable graduate intern program for UDOT. When a student earns \$4,500 per semester, the University waives tuition fees. The novelty here is that the UDOT enjoys a steady supply of top quality interns with a "let-out" opportunity. The University consolidates its Masters program in Transportation and strengthens contact with industry.

Interns are paid and employed by the University, which enables them to earn full tuition waivers. This means we can attract from the very best of applicants statewide at low cost. We can afford to select those candidates that have both communication and technical skills. The University, in undertaking to "take back" any intern who proves unsatisfactory provides UDOT with a low risk, high quality low administration intern.

This project is collaboration between the UDOT and the Utah Traffic Laboratory Transportation Research Group, headed by Dr. Peter T. Martin (PI) of the

Department of Civil and Environmental Engineering of the University of Utah.
The essential components are listed below.

UDOT will provide one internship for a graduate research assistant engineer (the "Intern") for an average of 20 hours per week during academic terms, and for approximately 40 hours per week during the academic vacations for two years.

- A. The Interns will be supervised by the PI in all academic matters and by UDOT while engaged in their work experience. They will perform these duties at the UDOT Traffic Operations Center.
- B. The Interns will register for a Master of Science degree and will be monitored both for their performance academically and while under the supervision of UDOT. The subject of their thesis is likely to be closely associated with the work of UDOT.
- C. The Intern's Master of Science supervisory committee will comprise the PI and a supervising engineer from UDOT.
- D. The Interns will be appointed by the PI with the approval of the supervising engineer from UDOT.
- E. Should a candidate prove unsatisfactory to UDOT, he or she will be returned to research duties for the University of Utah and either be replaced by a suitable alternative, or the agreement terminated. The Internship will be advertised locally, nationally, and internationally.

On completion of their Master of Science degree, the candidate's options will depend on their performance, aptitude, ability and inclinations:

- 1. Staying with UDOT and continuing his or her education part time through to a PhD degree.
- 2. Taking up full-time employment with UDOT.
- 3. Registering full-time, research supported, for a PhD with the University of Utah.
- 4. Move on elsewhere.

The Interns will be University employees and will be paid by the University. In this way, the Interns will enjoy full tuition waivers in addition to the \$12/hour earnings. A weekly record of hours worked at UDOT will be communicated to the University who will then authorize payment. This feature relieves UDOT of most of the routine responsibilities, and some of the costs associated with employing part-time staff and enables the University to attract high quality graduates. A further safeguard to UDOT is that should an intern prove

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unsatisfactory, the University undertakes to absorb him/her into the University and provide a replacement.

Although the University requires that a formal contract be drawn up with annual deposits, flexibility will be provided so that year-end adjustments can be made to actual costs should UDOT choose to increase or reduce the actual hours worked by the intern.

Budget

Graduate Research Assistant Salary				
During academic term	weeks	@	20 hours/ week	@ \$ 12 /hour \$ 7,680
Outside academic term	weeks	@	40 hours/ week	@ \$ 12 /hour \$ 9,600
Employee Benefits:			9%	\$ 1,555
Faculty Salary Admin				\$ 2,000
Faculty benefits			33%	\$ 660
Total Personal Services				\$ 21,495
Local Travel				\$ 1,000
Indirect Costs (10% MTDC)			10%	\$ 2,250
Total Required				\$ 24,745

Interns will be required to take the following core courses as part of their Master's program:

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- Transportation Planning
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- Quantitative Methods in Transportation Engineering
- Advanced Technical Communication
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